



# WASHOE COUNTY

"Dedicated To Excellence in Public Service"

www.washoecounty.us

CM/ACM	<u>KS</u>
Finance	<u>DN</u>
DA	<u>✓</u>
Risk Mgt.	<u>DG</u>
HR	<u>N/A</u>
Other	<u>N/A</u>

## STAFF REPORT

BOARD MEETING DATE: July 14, 2015

**DATE:** June 4, 2015

**TO:** Board of County Commissioners

**FROM:** Brett Steinhardt, Project Manager, Engineering and Capital Projects  
Community Services Dept., 328-2049, [bsteinhardt@washoecounty.us](mailto:bsteinhardt@washoecounty.us)

**THROUGH:** Dwayne Smith, P.E., Division Director, Engineering and Capital Projects,  
Community Services Department, 328-2043, [desmith@washoecounty.us](mailto:desmith@washoecounty.us)

**SUBJECT:** Recommendation to award a bid and approve the Agreement to the lowest responsive, responsible bidder for the Washoe County Courthouse One South Sierra Roof Replacement Project through the U.S. Communities national bid [staff recommends Garland/DBS in the amount of \$587,906.00].  
(Commission District 3.)

### SUMMARY

The Washoe County Courthouse Roof Replacement Project at One South Sierra Street consists of removal of existing EPDM (i.e., synthetic rubber) membrane roof system which has exceeded its useful life, and replacing it with a new single-ply roof system to include mechanically fastening primed DensDeck and insulation to concrete deck per manufacturer's recommendations.

The attached proposal from Garland/DBS was provided in accordance with pricing established under the Master Intergovernmental Cooperative Purchasing Agreement with Cobb County, Georgia and the U.S. Communities and includes a scope of work and line item pricing for the roof replacement project. Garland/DBS supplies the material, warranty, project drawings, and oversight for the project. Washoe County requires that Garland/DBS utilizes local contractors for the installation of the material.

Courthouse One South Sierra Roof Replacement Project	
Bidder	Bid Amount
Kodiak Roofing	\$587,906.00
D & D Roofing	\$598,479.00
Alpine Roofing	\$626,242.00
Engineer's Estimate	N/A

Washoe County Strategic Objective supported by this item: Safe, secure and healthy communities.

**PREVIOUS ACTION**

Washoe County has previously used U. S. Communities and Garland/DBS for projects at 75 Court Street, 911 Parr Boulevard, 1001 E. Ninth Street, and 350 Center Street properties under the Master Intergovernmental Cooperative Purchasing Agreement.

**BACKGROUND**

U.S. Communities is a leading national government cooperative purchasing program, providing procurement resources and solutions to local and state government agencies including cities, counties, towns, states, special districts, etc. As a member of NACO Washoe County has access to the U.S. Communities pricing. All cooperative purchasing contracts from U.S. Communities have been competitively solicited by a lead public agency and meet rigorous cooperative standards and supplier commitments. Garland/DBS, Inc. administered a competitive bid process for the labor portion of the project to provide a lower market adjusted price, with Kodiak Roofing being the lowest, responsive, responsible bidder.

The existing nineteen year old roof system was installed as a short term roof system to be removed with planned future expansion. Revised building codes prohibited the addition of future floors. After signs of severe membrane stretching, Washoe County requested an analysis of the roof from Garland/DBS, Inc. and with both Washoe County's review and Garland's recommendation, the roof will be replaced as it has exceeded its useful life. The new roof system will include a 20 year watertight warranty.

**FISCAL IMPACT**

Funding for the One South Sierra Roof Replacement Project was approved by the Board for fiscal year 2016 in the 2016-2020 Capital Improvement Plan. Project Number PW920350 has been set up in the Capital Improvement Fund (402) for all project expenses.

**RECOMMENDATION**

It is recommended that the Board of County Commissioners award a bid and approve the Agreement to the lowest responsive, responsible bidder for the Washoe County Courthouse One South Sierra Roof Replacement Project through the U.S. Communities national bid [staff recommends Garland/DBS in the amount of \$587,906.00].

**POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be. "Move to award a bid and approve the Agreement to the lowest responsive, responsible bidder for the Washoe County Courthouse One South Sierra Roof Replacement Project through the U.S. Communities national bid [staff recommends Garland/DBS in the amount of \$587,906.00]."



Garland/DBS, Inc.  
 3800 East 91<sup>st</sup> Street  
 Cleveland, OH 44105  
 Phone: (800) 762-8225  
 Fax: (216) 883-2055



**ROOFING MATERIAL AND SERVICES PROPOSAL**

**Washoe County Courthouse  
 One South Sierra Roof  
 Date Submitted: 01/06/15  
 Proposal #: 25-NV-140681  
 MICPA # 09-5408  
 LIC: 0075916C15**

**Please Note:** The following proposal is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Cobb County, GA and U.S. Communities. This proposal should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered a competitive bid process for the project with the hopes of providing a lower market adjusted price whenever possible.

**Scope of Work:**

- 1 Remove all rock from roof system, Washoe County to remain owner of ballasted rock.
- 2 Remove and properly dispose of existing EPDM membrane
- 3 Mechanically attach ½" primed DensDeck to concrete deck per Manufactures wind up lift calculations over the existing tapered insulation
- 4 Add tapered insulation to any areas that do not have ¼:12 slope
- 5 Torch one (1) ply of HPR torch base to primed DensDeck per Manufactures specifications
- 6 Torch one (1) ply of StressPly IV Mineral cap sheet per Manufactures specifications
- 7 Install new 6" slip flashing to existing metal coping cap system per MFG detail
- 8 Install new lead jacks
- 9 Re-torque fasteners on coping system, replace any missing fasteners with slightly larger that have a neoprene washer
- 10 Contractor to coordinate with Washoe County Public Works the shut down of air intakes when working around these areas.
- 11 Apply Tuff-Stuff urethane caulking to all seams on coping system
- 12 Apply White Knight Base Coat (grey) to existing PVC membrane on penthouse roof systems.
- 13 Manufactures Rep to provide job site inspections.
- 14 Manufactures Rep to provide weekly reports with photo documentation to County.

**Asphalt Roof - Line Item Pricing**

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
23.09	Remove Ballast from Roof Surface & Save for Reuse	\$ 0.36	33,200	SF	\$ 11,952

2.14	Tear-off & Dispose of Debris SYSTEM TYPE Single-Ply W/ Insulation - Concrete Deck	\$ 1.45	33,200	SF	\$ 48,140
4.26	RECOVERY BOARD TYPE 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) Installed Over an Existing Roof Mechanically Fastened to Roof Deck - Concrete Deck	\$ 1.50	33,200	SF	\$ 49,800
4.53	INSULATION SLOPE OPTION Provide a 1/4" Tapered Polyisocyanurate Insulation System while Maintaining the Average R-Value Including Tapered Crickets; Adhered with Insulation Adhesive	\$ 5.43	33,200	SF	\$ 180,276
12.13.02	ROOF CONFIGURATION 1 Ply of Torch Base Sheet Installed with Torch Application SBS Modified Asphalt-Based, Fiberglass Reinforced Torch Base Sheet - Minimum of 80 lbf/in tensile Torch- Applied Base Sheet (ASTM D 5147)	\$ 1.66	33,200	SF	\$ 55,112
12.41.01	ROOF CONFIGURATION 1 Ply of Mineral Surfaced, Torch-Applied Cap Sheet Installed with Torch Application ROOFING MEMBRANE OPTION: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum 300 lbf/in tensile Torch-Applied Membrane	\$ 5.78	33,200	SF	\$ 191,896
18.31.02	CAULKING JOINTS Installation of caulking in joints. See caulking chart	\$ 2.19	1,015	LF	\$ 2,223
	Sub-Total:				\$ 472,335
22.21	MULTIPLIER - ROOF HEIGHT IS GREATER THAN 2 STORIES EQUAL TO OR LESS THAN 5 STORIES Multiplier Applied when the Roof Height Exceeds 2 Stories, but is Equal to or Less than 5 Stories. Situation Creates the Need for Additional Safety Protection and Increased Crane Work.	25%			\$ 118,083.71
	Total:				\$ 590,419

**Total Maximum Price of Line Items under the MICPA: \$ 590,419**

**Proposal Price Based Upon Market Experience: \$ 587,906**

**Competitive Bid Results:**

Kodiak Roofing	\$ 587,906
D&D Roofing	\$ 598,479
Alpine Roofing	\$ 626,242

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

If you have any questions regarding this proposal, please do not hesitate to call me at my number

listed below.

Respectfully Submitted,

*Steve Rojek*

Steve Rojek  
Garland/DBS, Inc.  
(216) 430-3613

## AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the COUNTY OF WASHOE, a political subdivision of the State of Nevada, acting through its Board of County Commissioners, hereinafter called the "County" and Garland/DBS, Inc., General Contractor, Nevada State License No. 0075916C15, hereinafter called the "Contractor".

### WITNESSETH:

The County and the Contractor, for the consideration hereinafter named, agree as follows:

Article 1. Scope of Work. The Contractor shall furnish all of the materials and perform all of the work described in the Specifications for "**NAME OF PROJECT, WASHOE COUNTY, NEVADA, PWP-WA-2015-239**", prepared by the Department of Community Services, and shall do everything required by this Agreement and the Specifications.

Article 2. Time of Completion. The work to be performed under this Agreement shall be completed within One Hundred Ten (110) working days from the date that the Contractor is issued the Notice to Proceed.

The date specified in the Notice to Proceed shall be the effective date of this Agreement.

Should the Contractor fail or refuse to complete the work within the 110 days, along with any authorized extensions of time, there shall be deducted from the monies due it, not as a penalty, but as liquidated damages, One THOUSAND DOLLARS (\$1,000.00) for each work day required to complete the work in addition to the period of time hereinbefore set forth.

In the event that, in any subsequent fiscal year, the County fails to appropriate or budget funds for the purposes specified in this Agreement, or that County has been required (in its sole judgment) to amend previous appropriations or budgeted amounts to eliminate or reduce funding for the purposes in this Agreement, this Agreement shall be terminated without penalty, charge or sanction. (NRS 244.320)

Article 3. Contract Time Extensions. All claims for extensions of time shall be made in writing to the Project Manager within seven (7) calendar days after the beginning of the delay; otherwise, extensions of time will be disallowed.

If the Contractor is delayed at any time in the progress of the work by any act or neglect of the County or the Project Manager, or by any employee of either, or by any separate contractor disputes, fire, unusual weather conditions, unusual delay in transportation, or by unavoidable casualties, the Agreement time may be extended by change order for such reasonable time as the County may determine, subject to a written claim for an extension of time.

It is further expressly understood and agreed that the Contractor shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay resulting from any of the aforesaid causes or any other cause regardless of whether the delay is foreseeable or not, except that the County agrees to compensate the Contractor for any damage resulting from any affirmative, willful act in bad faith performed by the County or its employees which unreasonably interferes with the Contractor's ability to perform the work.

An extension of the 110-day deadline because of a delay will be allowed only in the case that a normal working day is lost. A normal working day is defined as any day, except weekends and holidays, during which the Contractor can work for at least four hours. Delays will not be allowed for non-working days (e.g., weekends and holidays). Claims by the Contractor for delays will not be allowed on account of failure to furnish information, until 14 days after a request for information is submitted by the Contractor, and then not unless such claim is reasonable.

Extensions of Agreement time shall not be allowed for the following types of delays:

1. Delays which could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor.

2. Delays in the execution of parts of the work, which may in themselves be unavoidable, but do not prevent or delay prosecution of other parts of the work, or the completion of the whole work within the time specified.
3. Delays arising from interruptions occurring during the prosecution of the work on account of reasonable interference of other contractors employed by the County, which do not prevent the completion of the whole work within the contract time.

Article 4. Progress Payments. If acceptable progress has been made, the County shall, once each month, pay the approved amount of work completed to date and the monetary value thereof as identified on the progress billing and make a partial payment on the Contract.

The County shall pay, or cause to be paid, to a contractor the progress payments due under the contract within 30 days after the date the public body receives the progress bill. The County shall retain 10% of each progress payment during the first 50% of the contract to be performed. After the County determines that 50 percent of the work required by the contract has been performed, the County will retain no more than two point five percent (2.5%) of the progress payment, as long as the County determines that satisfactory progress is being made in accordance NRS 338.515

The amount withheld as provided herein shall be retained for a period of thirty (30) days from the date of the Notice of Completion.

County shall pay to Contractor, at the end of each quarter this Agreement is in effect, interest for the quarter on the amount withheld at a rate to be determined by County in accordance with State law. If the amount due the Contractor pursuant to this provision for any quarter is less than Five Hundred Dollars (\$500.00), the County may withhold the interest until: (1) the end of a subsequent quarter after which the amount of interest due is Five Hundred Dollars (\$500.00) or more; (2) the end of the fourth consecutive quarter for which no interest has been paid to the Contractor; or (3) final payment is due under the Agreement or State law; whichever occurs first. Contractor shall pay the subcontractors progress payments and pay interest on amounts retained from said progress payments in accordance with the provisions of State law.

Article 5. Acceptance and Final Payment. As soon as practical, following the completion of the work, the Contractor shall make a request by letter to the County for a final inspection and acceptance of the work; if, in the County's opinion, all provisions of the Construction Specifications and Agreement have been satisfied, the County will cause a Notice of Completion to be filed with the County Recorder.

At the expiration of thirty (30) days following the filing of the Notice of Completion or use or occupancy of the public work by the County, final payment shall be made as follows:

After deducting all previous payments from the total value of the work, the remaining balance shall be paid unless any of the following conditions exist to allow withholding of payment: (a) claims, liens or outstanding debt have been filed against the Contractor or against the work because of Contractor or its agents; (b) claims or demands by County including those involving: disputes about the Contract, Contractor or subcontractor compliance with applicable codes and laws, the work, time or liquidated damages; (c) amounts required by law to be retained by the County. Contractor shall submit proof satisfactory to the County that all payrolls, materials, bills, and other indebtedness relating to the work performed, have been paid before final payment is made.

Article 6. The Contract Sum. The County shall pay the Contractor, as full compensation for furnishing all materials and labor and doing all the work in strict accordance with the Construction Specifications and to the satisfaction of the Project Manager the amount of **Five Hundred and Eighty Seven Thousand Nine Hundred and Six Dollars (\$587,906.00)**. This sum is to be paid in the manner and under the conditions specified above.

Article 7. Performance and Payment Bonds. The Contractor agrees that he will, before this contract becomes effective, furnish the County a Performance and Completion Bond and a Labor and Material Payment Bond, furnished by a company or companies acceptable to the County, each in an amount equal to one hundred percent (100%) of the total contract sum. The Performance and Completion Bond shall be conditioned upon the Contractor's full and faithful

performance of the contract in accordance with the plans, specifications and conditions of the contract in accordance with the Contract Documents and this Agreement and further conditioned upon the guarantee of said work for a period of one (1) year from the date the work is completed and accepted by County. The Labor and Material Payment Bond is solely for the protection of claimants supplying labor or materials to the contractor to whom the contract was awarded and shall be conditioned upon the Contractor's obligation to pay for all materials and labor provided on the work. (See NRS 339.025)

Article 8. The Contract Documents. The following is an enumeration of all of the Contract Documents making up the Agreement (also herein and throughout the Contract Documents referred to as Contract), which are by this reference hereby incorporated into this Agreement and they are as fully set forth a part of the Agreement as if hereto attached or herein repeated:

- Notice to Contractors
- Scope of Work
- Instructions to Bidders
- Bid Proposal
- Bid Schedule
- Bid Summary
- Preferential Bidder Status
- Bid Bond
- General Contractor Information Form
- Five Percent List of Responsible Trades
- Two Hour One Percent List of Responsible Trades
- Affidavit of Non-Collusion
- Certification of Bidder, Proposed Contractor or Subcontractor Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion
- Certification of Bidder Regarding Penalties for Noncompliance with Nevada Prevailing Wage Requirements
- Agreement Form
- Labor & Material Payment Bond
- Performance and Completion Bond
- Hazard Communication Program Contractor Communication Form
- Special Provisions to the Standard Specifications for Public Works Construction, 2007, or latest edition.
- General Provisions of the Standard Specifications for Public Works Construction, 2007, or latest edition, including supplemental General Provisions attached to this document
- Drawings
- Detail Specifications (Also called Technical Specifications)
- Exhibit A - Public Works Construction/Indemnification and Insurance Specifications
- Exhibit B - Prevailing Wage Rates
- Addenda
- Change Orders
- Construction Change Directives
- Any amendments made hereto

In the event of any conflict between any of the Contract Documents, this contract shall be governed in accordance with the following order:

- a) This Agreement
- b) Detail Specifications
- c) Drawings
- d) General Provisions

Article 9. Nondiscrimination. In accordance with NRS 338.125, in connection with the performance of work under this Agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment,

upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including, without limitation, apprenticeship. The Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of this article constitutes a material breach of the Contract.

Article 10. Veteran's Preference. As provided in NRS 338.130, Contractor agrees as follows:

1. When persons are employed in the performance of this Agreement or in the construction of this public work, employment preference will be given, the qualifications of the applicants otherwise being equal:

(a) First: To persons who:

(1) Have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard; and

(2) Are citizens of the State of Nevada.

(b) Second: To other citizens of the State of Nevada.

#### NOTICE TO CONTRACTORS:

If the provisions of NRS 338.130 (dealing with Preferential Employment in Construction of Public Works) are not complied with by the contractor engaged on the public work, THE CONTRACT IS VOID, and any failure or refusal to comply with any of the provisions of this section renders any such contract void. All boards, commissions, officers, agents and employees having the power to enter into contracts for the expenditure of public money on public works such as this contract shall file in the Office of the Labor Commissioner the names and addresses of all contractors holding contracts with the public body, and upon the letting of new contracts, the names and addresses of such new contractors must likewise be filed with the Labor Commissioner. Upon the demand of the Labor Commissioner, contractor shall furnish a list of the names and addresses of all subcontractors employed by the contractor engaged on a public work. Subject to the exceptions contained in NRS 338.130, no money may be paid out of the treasury of Washoe County to any person employed on any work mentioned in this section unless there has been compliance with the provisions of this section. Any contractor engaged on a public work or any other person who violates any of the provisions of this section is guilty of a misdemeanor.

Article 11. Prevailing Wage Rates. Contractor agrees that it shall pay the prevailing wage rates in effect at the time of the bid to the persons who are entitled to such wages as determined by the regulations of the labor commissioner. This applies to the entire contract period. Further, and in accordance with NRS 338.060, Contractor shall forfeit as a penalty to the County, Twenty to Fifty Dollars (\$20.00 - \$50.00) for each worker employed for each calendar day or portion thereof that such worker is paid less than the designated rate for any work done under the Agreement by him or any subcontractor under him. The exact amount of the penalty is determined by the labor commissioner's regulations. In addition, Contractor shall keep accurate records showing the name, occupation and actual per diem wages and benefits paid to each worker employed by him in connection with this project. The records shall be open to inspection by the County, its officers and agents at all reasonable hours. No provision of this Contract shall be construed to excuse any duty either Party has under the prevailing wage laws of Nevada. (NRS 338.010 et.seq.)

Article 12. Indemnification/Insurance. Washoe County has established specific indemnification and insurance requirements for agreements/contracts with contractors to help assure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to assure that contractors accept and are able to pay for the loss of liability related to their activities. Exhibit A, pages 1-4, is included by reference. All conditions and requirements identified in Exhibit A shall apply to any work completed under this Agreement.

Article 13. Alternative Dispute Resolution. In accordance with NRS 338.150, a mutually agreeable method of Alternative Dispute Resolution is required to be used for a dispute arising between the County and the Contractor engaged on this public works if that dispute cannot otherwise be settled. The parties must attempt to settle any such dispute by way of a mutually agreeable method of Alternative Dispute Resolution prior to commencing litigation in a court of competent jurisdiction.

Article 14. Termination. In addition to the other provisions of this Agreement, County has the right to terminate the Agreement without cause at any time upon giving the Contractor seven (7) days notice in writing. In the event the Agreement is terminated by County in accordance with this provision, County agrees to pay Contractor for all work satisfactorily completed and for materials installed prior to the date of termination.

Article 15. Laws and Compliance with Laws. This Contract is governed by and shall be interpreted under the laws of the State of Nevada. The Contractor and his agents including subcontractors, employees and persons who provide labor, equipment, materials, supplies or services for the work shall comply with the requirements of all applicable state and local laws, including, without limitation, any applicable licensing requirements and the requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the work. In addition, the parties to this contract agree and stipulate that the venue for any dispute arising under this Agreement will be in a court of competent jurisdiction in Washoe County, Nevada.

Article 16. Attorney's Fees and Costs. If either party hereto institutes any action or proceeding, whether for Alternative Dispute Resolution or an action in a court of competent jurisdiction due to a dispute arising out of this agreement, each party shall pay its own attorney's fees and neither party is entitled to receive an award of attorney's fees even if that party is considered to be the prevailing party. Costs may be allocated between the parties in accordance with Nevada law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

COUNTY OF WASHOE, by:

\_\_\_\_\_  
Marsha Berkgigler, Chair  
BOARD OF COUNTY COMMISSIONERS

STATE OF NEVADA    )  
                              ) SS:  
COUNTY OF WASHOE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before the undersigned, a Notary Public in and for the County of Washoe, State of Nevada, personally appeared before me \_\_\_\_\_, as Chair of the Washoe County Commission, whose name is subscribed to the above agreement, and who acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
CONTRACTOR

STATE OF NEVADA    )  
                              ) SS:  
COUNTY OF WASHOE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before the undersigned, a Notary Public in and for the County of Washoe, State of Nevada, personally appeared before me \_\_\_\_\_, General Contractor, whose name is subscribed to the above agreement, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

\_\_\_\_\_  
NOTARY PUBLIC

**Exhibit 1**

**PUBLIC WORKS CONSTRUCTION/INDEMNIFICATION AND INSURANCE SPECIFICATIONS  
WASHOE COUNTY COURTHOUSE  
ONE SOUTH SIERRA ROOF REPLACEMENT PROJECT**

**INTRODUCTION**

COUNTY has established specific indemnification, insurance, and safety requirements for public works construction contracts to help assure that reasonable insurance coverage is purchased and safe working conditions are maintained. Indemnification and hold harmless clauses are intended to assure that CONTRACTOR accepts and is able to pay for the loss or liability related to its activities.

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT THE COUNTY'S RISK MANAGEMENT DEPARTMENT AT (775) 328-2665. IF ANY APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

**INDEMNIFICATION AGREEMENT**

CONTRACTOR agrees to hold harmless, indemnify, and defend COUNTY, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death or property damage, including damage to CONTRACTOR'S property or injury to CONTRACTOR'S employee, caused by any action, either direct or passive, the omission, failure to act, or negligence on the part of CONTRACTOR, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by CONTRACTOR, or by others under the direction or supervision of CONTRACTOR.

CONTRACTOR must either defend COUNTY or, upon determination that the work performed by CONTRACTOR was negligent in any manner or that CONTRACTOR failed to perform any duty set forth in this Agreement, pay COUNTY'S costs related to the investigation and defense of any claim, demand, action, or cause of action.

If COUNTY'S personnel are involved in defending such actions, CONTRACTOR shall reimburse COUNTY for the time spent by such personnel at the actual cost incurred by COUNTY for such services.

In determining the nature of the claim against COUNTY, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against COUNTY.

**GENERAL REQUIREMENTS**

CONTRACTOR shall purchase Industrial Insurance, General Liability and Automobile Liability Insurance as described below. The cost of such insurance shall be included in the CONTRACTOR'S bid.

## **INDUSTRIAL INSURANCE**

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONTRACTOR or any Subcontractor by COUNTY. CONTRACTOR agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and with certificates of an insurer showing coverage pursuant to NRS 617.210 for CONTRACTOR and all subcontractors.

If CONTRACTOR or Subcontractor is unlicensed and is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor who does not use the services of any employees, subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B.627(2).

It is further understood and agreed by and between COUNTY and CONTRACTOR that CONTRACTOR shall procure, pay for, and maintain the above mentioned industrial insurance coverage at CONTRACTOR'S sole cost and expense.

Should CONTRACTOR be self-funded for Industrial Insurance, CONTRACTOR shall so notify COUNTY in writing prior to the signing of this Agreement. COUNTY reserves the right to approve said retentions, and may request additional documentation, financial or otherwise, for review prior to the signing of this Agreement.

## **MINIMUM LIMITS OF INSURANCE**

CONTRACTOR shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to each project or location.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage covering "Any Auto". No aggregate limits may apply.
3. Professional Errors and Omissions as required by Risk Manager, \$-0-.

## **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division. COUNTY reserves the right to request additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy, must be approved by the COUNTY Risk Manager prior to the change taking effect.

## **OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. COUNTY, its officers, agents, employees, and volunteers are to be included as insureds as respects damages and defense arising from: activities performed by or on behalf of CONTRACTOR, including the insured's general supervision of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied, or used by CONTRACTOR; or automobiles owned, leased, hired, or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the additional insureds nor shall the rights of the additional insureds be affected by the insured's duties after an accident or loss.
- b. CONTRACTOR'S insurance coverage shall be primary insurance as respects COUNTY, its officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, employees, or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it in any way.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, agents, employees, or volunteers.
- d. CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

## 2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or non-renewed by either CONTRACTOR or by the insurer, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

### ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's ratings upon review of financial information concerning CONTRACTOR and insurance carrier. COUNTY reserves the right to require that CONTRACTOR'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

### VERIFICATION OF COVERAGE

CONTRACTOR shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by COUNTY before work commences. COUNTY reserves the right to require complete certified copies of all required insurance policies at any time.

### SUBCONTRACTORS

CONTRACTOR shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

## MISCELLANEOUS CONDITIONS

1. CONTRACTOR shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by CONTRACTOR, any Subcontractor, or anyone employed, directed, or supervised by CONTRACTOR.
2. Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractors under it.
3. In addition to any other remedies COUNTY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
  - a. Order CONTRACTOR to stop work under this Agreement and/or withhold any payments which become due CONTRACTOR here under until CONTRACTOR demonstrates compliance with the requirements hereof; or,
  - b. Terminate the Agreement.

## SAFETY PROGRAM

CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.

CONTRACTOR shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to:

1. All employees on the work site and all other persons who may be affected thereby.
2. All the work, materials, and equipment to be incorporated therein, whether in storage on or off the site.
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and others of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by existing conditions and progress on the work, all necessary safeguards for safety and protection, including posting danger signs, other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities. CONTRACTOR shall comply with OSHA'S Hazard Communication Standards.

CONTRACTOR shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to the Owner and the Engineer.